

**Artikel 1 – Definitions**

- In these general terms and conditions, the following definitions apply:  
**Offer:** the offer and/or quotation made by The Neon Company to the Consumer, by electronic means or otherwise and/or through the Website, regarding the Products to be delivered by The Neon Company;  
**General Terms and Conditions:** the present general terms and conditions of The Neon Company;  
**Reflection Period:** the period within which the Consumer can make use of his Right of Withdrawal;  
**Consumer:** the natural person not pursuing professional or commercial activities and entering into an Agreement with The Neon Company;  
**Custom made Products:** Products manufactured by The Neon Company according to the Consumer's specifications, such as size, color, text, image, position of cables, etc;  
**Day:** the calendar day;  
**Durable Data Carrier:** any means that enables the Consumer or The Neon Company to store information that is addressed to him personally in a way that allows future consultation and unaltered reproduction of the stored information;  
**Right of Withdrawal:** the possibility for the Consumer to waive the Distance Contract within the Reflection Period;  
**Model Form:** the model form for withdrawal which the Consumer can complete when he wishes to exercise his Right of Withdrawal, which model form is attached to these General Terms and Conditions;  
**The Neon Company:** the private company with limited liability The Neon Company B.V., as further explained in article 2, offering to the Consumer;  
**Agreement:** any Agreement entered into between The Neon Company and the Consumer with respect to Products to be delivered, any amendment thereof, as well as all acts, including legal acts, in preparation and performance of such Agreement - unless otherwise stipulated, this also includes a Distance Contract;  
**Distance Contract:** the Contract, under which, up to and including the conclusion thereof, sole or joint use is made of one or more Distant Communication Techniques;  
**Parties:** The Neon Company and the Consumer together;  
**Products:** the goods delivered by The Neon Company to the Consumer, being (custom made) neon signs;  
**One or more techniques for distance communication:** means that can be used for entering into an Agreement, without the Consumer and The Neon Company having assembled in the same room at the same time;  
**Website:** [www.theneoncompany.nl](http://www.theneoncompany.nl), being the webshop from which The Neon Company sells Products.
- In these General Terms and Conditions, the singular is deemed to include the plural and vice versa, and any reference to the masculine form is also deemed to include a reference to the feminine form and vice versa.

**Article 2 – Identity of The Neon Company**

The Neon Company B.V.  
 De Limiet 2  
 4131 NR Vianen

sales@theneoncompany.shop  
 +31 (0) 30 207 24 67

Ch. of Comm.: 87844699  
 VAT: NL857271040B01

**Article 3 - Applicability**

- These General Terms and Conditions apply to every Offer of The Neon Company, every Agreement entered into and orders between The Neon Company and the Consumer.
- Before the Agreement is entered into, the text of these General Terms and Conditions is made available to the Consumer. If this is not reasonably possible, it is mentioned before the Agreement is entered into that the General Terms and Conditions can be inspected at The Neon Company and that they are sent free of charge to the Consumer at his request as soon as possible.
- If the Distance Contract is entered into electronically, contrary to the previous paragraph and before the Distance Contract is entered into, the text of these General Terms and Conditions can be made available to the Consumer electronically in such a way that it can be stored by the Consumer in a simple manner on a Durable Data Carrier. If this is not reasonably possible, prior

to the conclusion of the Distance Contract, it is mentioned where the General Terms and Conditions can be inspected electronically and that they are sent to the Consumer, electronically or otherwise, free of charge upon request.

- If specific product or service conditions apply in addition to these General Terms and Conditions, the second and third paragraphs apply accordingly and the Consumer may always rely on the applicable provision that is most favorable to him in case of conflicting General Terms and Conditions.
- If one or more provisions in these General Terms and Conditions are at any time wholly or partially void or voided, the Agreement and General Terms and Conditions otherwise remain in force and the provision concerned is replaced forthwith in mutual consultation by a provision that approximates the purport of the original as closely as possible.
- Situations not provided for in these General Terms and Conditions must be assessed 'in the spirit' of these General Terms and Conditions.
- Uncertainties regarding the interpretation or content of one or more provisions of our terms and conditions must be interpreted 'in the spirit' of these General Terms and Conditions.

**Article 4 – The Offer**

- If an Offer has a limited period of validity or is made subject to conditions, this is expressly stated in the Offer.
- The Offer is without obligation. The Neon Company has the right to withdraw, to amend and to modify the Offer.
- The prices stated in the Offer include VAT.
- All images, specifications and data in the Offer are indicative and cannot be a reason for damages or dissolution of the agreement.
- Images of Products are, to the extent possible, a true representation of the products offered. Due to the (technical) nature of LED lighting and the tubes used, The Neon Company cannot guarantee that the colors displayed correspond exactly to the actual colors of the Products. Such a deviation never constitutes a reason to invoke nonconformity, a claim, dissolution of the Agreement or damages.
- Each Offer contains such information that it is clear to the Consumer what rights and obligations are attached to acceptance of the Offer. This concerns in particular :
  - the price including taxes;
  - any shipping costs;
  - the way in which the agreement is formed and what actions are necessary in this respect;
  - whether or not the Right of Withdrawal applies;
  - the method of payment, delivery and performance of the agreement;
  - the period for acceptance of the Offer, or the period within which The Neon Company guarantees the price;
  - the manner in which the Consumer, before entering into the agreement, can check and if desired, rectify the data provided by him in the context of the agreement;
  - stated specifications, such as size, color, position of cables, type of materials, etc.

**Article 5 – The Agreement**

- Subject to the provisions of paragraph 5, the Agreement comes into effect upon the Consumer's acceptance of the Offer and fulfillment of the conditions specified therein.
- If the Consumer has accepted the Offer electronically, The Neon Company immediately confirms receipt of the acceptance of the Offer electronically. As long as receipt of this acceptance is not confirmed by The Neon Company, the Consumer may dissolve the Distance Contract.
- The Neon Company may - within legal frameworks - ascertain whether the Consumer is able to meet his payment obligations, as well as gather all relevant facts and factors that are important for responsibly entering into the Agreement. If, based on this investigation, The Neon Company has valid reasons not to enter into the Agreement, it has the right to refuse an order or application or to attach special conditions to the performance, while stating its reasons.
- The Neon Company sends the following information along with the Product to the Consumer, either in writing or in such a way that the Consumer can store it in an accessible manner on a Durable Data Carrier:

- the visiting address of the branch of The Neon Company where the Consumer can address complaints;
  - the conditions under which and the manner in which the Consumer may exercise the Right of Withdrawal, or a clear notice regarding the exclusion of the Right of Withdrawal;
  - the information on warranties and existing after-sales services;
  - a detailed description of the Product.
- Each Agreement is entered into under the conditions precedent of sufficient availability of the relevant Products and required materials, as well as, in case of Custom made Products, the technical feasibility of their production.
  - If, during the production of a Custom made Product, it becomes apparent that it is not possible to produce the Custom made Product according to the Consumer's specifications, The Neon Company, within 5 working days after establishing this, proposes a Custom made Product to the Consumer that is technically feasible and as closely aligned as possible with the Consumer's specified requirements. If the Consumer does not wish to take delivery of this proposed alternative Custom made Product, he has the right to dissolve the Agreement, in which case neither Party is obliged to pay any compensation to the other.

**Article 6 – Right of Withdrawal**

- When purchasing Products, the Consumer has the option of dissolving the Agreement without giving reasons during 14 days. This Reflection Period commences on the day after receipt of the Product by or on behalf of the Consumer.
- During the Reflection Period, the Consumer handles the Product and its packaging with care. He only unpacks or uses the Product to the extent necessary to assess whether he wishes to keep the Product. If he exercises his Right of Withdrawal, he returns the Product with all delivered accessories and, if reasonably possible, in the original state and packaging to The Neon Company, in accordance with the reasonable and clear instructions provided by The Neon Company.
- If the Consumer wishes to exercise his Right of Withdrawal, he must make this known to The Neon Company within 14 days after receiving the Product. The Consumer must make this known using the Model Withdrawal Form. After the Consumer has made it known that he wishes to exercise his right of withdrawal, the Consumer must return the Product within 14 days. The Consumer must prove that the delivered goods were returned in time, for example by means of proof of dispatch.
- If, after the expiry of the periods mentioned in paragraph 2 and 3, the Consumer has not made known his wish to make use of his Right of Withdrawal or has not returned the Product to The Neon Company, the purchase is a fact.

**Article 7 – Costs in case of withdrawal**

- If the Consumer exercises his Right of Withdrawal, he bears the costs of return shipment.
- If the Consumer has paid an amount, The Neon Company returns this amount as soon as possible, but at the latest within 14 days after withdrawal. This is subject to the condition that the Product has already been received back by The Neon Company or conclusive evidence of the complete return can be provided. Repayment is made through the same payment method used by the Consumer unless the Consumer explicitly authorizes a different payment method.
- In case of damage to the Product due to careless handling by the Consumer himself or as a result of transport during the return shipment, the Consumer is liable for any decrease in value of the Product.

**Article 8 – Exclusion of the Right of Withdrawal**

- The Consumer's Right of Withdrawal is always excluded for Custom made Products.

**Article 9 – The price**

- During the validity period stated in the Offer, the prices of the Products on offer are not increased, except for price changes due to changes in VAT rates.
- Notwithstanding the provisions of the preceding paragraph, The Neon Company may offer Products with variable prices if such prices are subject to market fluctuations over which The Neon Company has no control. This dependence on fluctuations and the fact that any

stated prices are guide prices only are stated in the Offer.

- Price increases within 3 months after the conclusion of the Agreement are only allowed if they result from statutory regulations or provisions.
- Price increases from 3 months after the conclusion of the Agreement are only allowed if The Neon Company has stipulated this and
  - they result from statutory regulations or provisions; or
  - the Consumer has the right to terminate the Agreement starting from the day the price increase takes effect.
- All prices are subject to printing and typographical errors. No liability is accepted for the consequences of such errors. In the case of printing or typographical errors, The Neon Company is not obliged to deliver the Product at the incorrect price.
- Assembly of the Products is never included in the price, unless otherwise agreed in writing.

#### Article 10 – Conformity and warranty

- The Neon Company guarantees that the Products comply with the Agreement, the specifications mentioned in the Offer, the reasonable requirements of soundness and/or usability and the existing statutory provisions and/or government regulations on the date of conclusion of the Agreement. If agreed upon, The Neon Company also guarantees that the Product is suitable for other than normal use.
- Power cables always remain (partially) visible. Products with neon tubing longer than 5 meters are usually equipped with multiple power cables. Any preference expressed by the Consumer for the position of the power cables can never be guaranteed and always depends on technical possibilities and limitations.
- A warranty provided by The Neon Company, manufacturer or importer does not affect the legal rights and claims the Consumer can enforce against The Neon Company under the Agreement.
- Any defective or wrongly delivered Products must be reported to The Neon Company in writing within 2 months after delivery. Products must be returned in their original packaging and in new condition.
- The warranty period of The Neon Company corresponds with the factory warranty period and amounts to one (1) year in case of outdoor use and two (2) years in case of indoor use.
- Dimmers and adapters are replaced within the agreed warranty period, provided that the Consumer returns the relevant dimmer or adapter to The Neon Company.
- The Neon Company has the right to make minor (technical) adjustments to the ordered Products if this is necessary or better for the correct performance of the Agreement.
- The Neon Company is never responsible for the ultimate suitability of the Products for each individual application by the Consumer, nor for any advice regarding the use or application of the Products.
- The warranty does not apply if:
  - the Consumer has repaired and/or modified the delivered Products himself or had them repaired and/or modified by third parties;
  - damage to the Product is (partly) the result of the construction in which the Product is attached or processed;
  - the delivered Products have been exposed to abnormal conditions or otherwise treated carelessly or contrary to The Neon Company's instructions and/or on the packaging;
  - the defectiveness is entirely or partially the result of regulations imposed or to be imposed by the government regarding the nature or quality of the materials used.

#### Article 11 – Performance and delivery

- The place of delivery is the address that the Consumer has made known to the company.
- Larger Products (in principle > 1 meter) can be delivered by The Neon Company in parts.
- Unless otherwise agreed, The Neon Company does not process an order until the Consumer has fully fulfilled his payment obligation and provided The Neon Company with the data and/or (auxiliary) means necessary for the performance of the Agreement. Only at that moment does any agreed delivery period commence.
- Subject to the provisions in paragraph 6 of this article, The Neon Company endeavors to deliver accepted orders with all due speed but at the latest within 30 days, unless a different delivery period has been agreed in

writing. If the delivery is delayed, or if an order cannot or can only be partially carried out, the Consumer will be informed about this at the latest 30 days after the order was placed. In that case, the Consumer has the right to dissolve the Agreement without costs. The Consumer is not entitled to any damages.

- All delivery periods are indicative. The Consumer cannot derive any rights from any stated periods. Exceeding a term does not entitle the Consumer to any damages.
- In case of dissolution in accordance with paragraph 5 of this article, The Neon Company refunds the amount paid by the Consumer as soon as possible, but at the latest within 14 days after dissolution.
- If delivery of an ordered Product proves to be impossible, The Neon Company endeavors to provide a replacement Product. At the time of delivery, it is clearly and comprehensibly communicated that a replacement Product is being delivered. The right of withdrawal cannot be excluded for replacement Products. The Neon Company bears the costs of any return shipment.
- The risk of damage and/or loss of Products rests with The Neon Company until the moment of delivery to the Consumer or a representative designated in advance and made known to The Neon Company, unless explicitly agreed otherwise.
- If a Product is lost during transport, through no fault of The Neon Company, the latter is not obliged to deliver a replacement Product until The Neon Company has received information from the relevant carrier about the handling of the missing shipment.

#### Article 12 - Payment

- Unless otherwise agreed, the amounts owed by the Consumer must be paid within 7 working days after the start of the Reflection Period referred to in article 6(1).
- Orders through the Website must be paid immediately after placement. The Consumer himself is responsible for making a bank transfer. No sooner than 48 hours after placing an order, a reminder is sent to the Consumer.
- When entering into the Agreement, The Neon Company may require a down payment. If a down payment has been agreed, the Consumer cannot assert any rights regarding the performance of the Agreement concerned before the down payment has been made.
- The Consumer is obliged to promptly inform The Neon Company of any inaccuracies in provided or stated payment details.
- If the Consumer fails to fulfil one or more of his payment obligations or does not fulfil these on time, the Consumer, after being informed by The Neon Company of the late payment and after The Neon Company has given the Consumer a period of 14 days to fulfil his payment obligations, owes the statutory interest on the amount due after the failure to pay within this 14-day period, and The Neon Company has the right to charge the extrajudicial collection costs it has incurred. These collection costs amount to a maximum of: 15% over outstanding amounts up to €2,500; 10% over the next €2,500 and 5% over the next €5,000 with a minimum of €40.

#### Article 13 – Retention of title

- All Products delivered by The Neon Company remain the property of The Neon Company until the Consumer has properly fulfilled all obligations under the Agreements entered into with The Neon Company. This retention of title applies to all claims that The Neon Company has or will have against the Consumer, including any interest and costs.
- The Consumer is not authorized to sell, pledge or encumber in any other way the Products falling under the retention of title.

#### Artikel 14 – Complaints procedure

- Complaints about the performance of the Agreement must be submitted to The Neon Company fully and clearly described within 2 months after the Consumer has identified the defects.
- Complaints submitted to The Neon Company are answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeably longer processing time, The Neon Company responds within the 14-day period with a notice of receipt and an indication of when the Consumer can expect a more detailed answer.
- If the complaint cannot be solved by mutual agreement, a dispute arises that is susceptible to the dispute settlement procedure. At that point, it is possible for the Consumer to submit his complaint through the

European Commission's ODR platform. This ODR platform can be found at <http://ec.europa.eu/odr>.

- If a complaint is to be found justified by The Neon Company, the latter, at its discretion, either replaces or repairs the delivered Products free of charge.

#### Article 15 - Disputes

- Agreements between The Neon Company and the Consumer to which these General Terms and Conditions apply are governed exclusively by Dutch law. This also applies if the Consumer is resident abroad.
- The Vienna Sales Convention does not apply.

#### Artikel 16 – Additional or deviating provisions

Additional provisions or provisions deviating from these General Terms and Conditions must not be to the detriment of the Consumer and must be recorded in writing or in such a way that the Consumer can store them in an accessible manner on a Durable Data Carrier.

### MODEL WITHDRAWAL FORM

(please complete and return this form only if you wish to withdraw from the contract)

— To:  
The Neon Company B.V.  
De Limiet 2  
131 NR Vianen

sales@theneoncompany.shop

— I/We (\*) hereby inform you that I/we (\*) revoke our agreement concerning the sale of the following goods/delivery of the following service (\*):

— Ordered on (DD-MM-YYYY) :

— Order number :

— Received on (DD-MM-YYYY):

— Consumer Name/Names

— Consumer address/addresses :

— IBAN bank account number:

— Consumer Signature/Signatures (only if this form is submitted on paper)

— Date(DD-MM-YYYY):

*(\*) delete where applicable*